**AFRL/IFSD EW Digital Models Beta Site Access Agreement**

1.      **Introduction.**  This Agreement is between the United States Air Force, Air Force Research Laboratory, Wright-Patterson Air Force Base, Ohio 45433 (hereinafter referred to as "Air Force" or "Government") and _____ (hereinafter referred to as "Beta Site").  AFRL/IFSD Electronic Warfare (EW) Digital Models ("AFRL/IFSD Models") are unclassified Air Force critical military technology software provided for authorized Department of Defense (DOD) use only and shall not be released or disclosed outside the United States.  The Beta Site's compliance with the conditions set forth herein is required in order to ensure, among other things, that the AFRL/IFSD Models are protected as an effective simulation tool for electronic combat analysis.

2.      **AFRL/IFSD Models.**  The source code, data files and documentation for the AFRL/IFSD Models delineated below are provided subject to the Beta Site's agreement to the terms and conditions of this Agreement:

        a.  _____

        b.  _____

        c.  _____

        d.  _____

        e.  _____

3.      **Beta Site Point-of-Contact.**  The individual named below shall serve as the Beta Site point-of-contact for all correspondence concerning the AFRL/IFSD Models:

        Name:           _____

        Address:        _____

                        _____

                        _____

        Telephone:      _____

4.      **Terms and Conditions.**

        a.  AFRL/IFSD Models were developed by the Air Force at Government expense.  The Government has unlimited rights, as that term is defined by Defense Federal Acquisition Regulation Supplement (DFARS) 227.401(19), to use, duplicate, release or disclose AFRL/IFSD Models in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.  The Beta Site's right to use, modify and enhance AFRL/IFSD Models under this Agreement is for the purpose of further developing AFRL/IFSD Models as a simulation system for electronic combat applications.

        b.  The Beta Site is granted a nonexclusive, nontransferable right to use AFRL/IFSD Models' name, code, and documentation at each activity or firm as specified herein.

        c.  The Beta Site shall not publish or permit AFRL/IFSD Models to be published for profit or in any manner offered for sale.  AFRL/IFSD Models shall not be disclosed or transferred to any activity or firm without the prior written approval of the AFRL/IFSD Configuration Management Office, Wright-Patterson Air Force Base, Ohio 45433.

d.  The Beta Site shall not rename a AFRL/IFSD Model or merge a AFRL/IFSD Model, in whole or in part, with other models or programs unless prior written approval is obtained from the AFRL/IFSD Configuration Management Office.  If deemed in the Government's interest, approval to merge and control all or portions of a AFRL/IFSD Model as part of another system may be granted and the terms of this Agreement with respect to that AFRL/IFSD Model will no longer apply; use of the AFRL/IFSD Model's name to describe the products of such a merged model is not permitted without prior written approval of the AFRL/IFSD Configuration Management Office.  Use of an AFRL/IFSD Model in a merged work not approved for separate control shall be subject to the terms and conditions of this Agreement.

e.  The Beta Site is authorized to design, code, and test modifications to an AFRL/IFSD Model in accordance with AFRL/IFSD Configuration Management Plan procedures.  The Beta Site shall use the AFRL/IFSD Configuration Management Office's assigned three-letter Beta Site name and the controlled model version number on all modified AFRL/IFSD Model documentation, data files, and code (e.g., Beta Site XXX shall use the reference "1.0-XXX-01" when referring to its first revision of the 1.0 version or a model).  Proposals to modify or enhance an AFRL/IFSD Model shall be submitted in writing to the AFRL/IFSD Configuration Management Office.  All such modifications and enhancements to a AFRL/IFSD Model shall be reported in writing within one year of such modification to the AFRL/IFSD Configuration Management Office using the AFRL/IFSD Configuration Management Plan procedures.

f.  The Beta Site shall grant the Government unlimited rights, as defined by DFARS 227.401(19), in any modifications or enhancements to the AFRL/IFSD Models.  The Beta Site agrees not to assert any proprietary right, claim or interest against the Government, its officers, agents, employees or contractors, resulting from past or future modifications or enhancements made to AFRL/IFSD Models using IR&D or other private funds.

**5.      Disclaimer of Warranty.  EACH AFRL/IFSD MODEL IS PROVIDED "AS IS" WITHOUT ANY WARRANTY AS TO ITS PERFORMANCE, ACCURACY, OR FREEDOM FROM ERROR, OR AS TO ANY RESULTS GENERATED THROUGH ITS USE.  THE BETA SITE ASSUMES THE ENTIRE RISK FOR ANY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF AFRL/IFSD MODELS.  THE GOVERNMENT DOES NOT WARRANT THAT AFRL/IFSD MODELS WILL MEET THE BETA SITE'S REQUIREMENTS OR OPERATE WITHOUT INTERRUPTION OR ERROR.  THE GOVERNMENT IS NEITHER LIABLE NOR RESPONSIBLE FOR MAINTENANCE, UPDATING, OR CORRECTING ANY ERRORS IN THE AFRL/IFSD MODELS PROVIDED.**

6.      **Limitation or Remedies.**  In no event shall the Government or its Agencies be liable for any damages, including, without limitation incidental or consequential damages, such as damages for lost data or profits, arising out of the use of or inability to use the AFRL/IFSD Models.

7.      **Indemnity.**   The Beta Site agrees to indemnify the Government and its officers, agents, and employees against all liability and attorney fees and costs, including costs resulting from unauthorized use, disclosure, transfer or sale of AFRL/IFSD Models by the Beta Site in violation of any terms and conditions of this Agreement.  This indemnity shall not apply unless the Beta Site is informed as soon as practicable by the Government of the suit or action alleging such liability and shall have been given such opportunity as is afforded by applicable law, rules, or regulations to participate in the defense thereof.

8.  **Termination.**  Either party may unilaterally terminate this entire Agreement at any time by giving the other party written notice not less than 30 days prior to the desired termination date.  The Beta Site shall submit such written notice to the Contracting Officer and the AFRL/IFSD Configuration Management Office.  Upon termination of this Agreement, the Beta Site shall return to the AFRL/IFSD Configuration Management Office all copies of AFRL/IFSD Models, including copies or portions thereof embodied within any modified models or programs, developmental version or unique study data sets.  The Beta Site shall certify in writing that the original and all copies of AFRL/IFSD Models have been accounted for and returned.

9.  **Governing Law.**  This Agreement shall be construed in accordance with DOD regulations, irrespective of where any action may be brought.

10.  **Savings Provision.**  If any provision of this Agreement is ruled invalid under any law, such provision shall be deemed modified or omitted to the extent necessary, and the remainder of this Agreement shall continue in full force and effect.

11.  **Effective Date.**  This Agreement will become effective and the AFRL/IFSD Models released only after it has been approved by the AFRL/IFSD Configuration Management Office, and executed by a duly authorized Contracting Officer.

12.  **Complete Agreement.**  This Agreement supersedes all prior written and oral communications regarding AFRL/IFSD Models and sets forth the entire agreement between the parties.  Any waiver or amendment of any provision of this Agreement shall be effective only if it is in writing and signed by a duly authorized representative of each party.


**BETA SITE**                                                    **UNITED STATES GOVERNMENT**

By**: _____      By: _____

Name: _____      Name: _____
                                                                              (Contracting Officer)
Title: _____

Company: _____      Date: _____

Address: _____

_____

Date: _____

**Person executing agreement must be able to legally bind Beta Sites.
Note:  Highlighted paragraphs do not apply to Government Beta Sites.